

DEPARTMENT OF DESIGN AND CONSTRUCTION
CITY AND COUNTY OF HONOLULU

650 SOUTH KING STREET, 11TH FLOOR
HONOLULU, HAWAII 96813
Phone: (808) 768-8480 • Fax: (808) 768-4567
Web site: www.honolulu.gov



KIRK CALDWELL
MAYOR

ROBERT J. KRONING, P.E.
DIRECTOR

MARK YONAMINE, P.E.
DEPUTY DIRECTOR

LA 15-307.KA

June 18, 2015

The Honorable Ernest Y. Martin
Chair and Presiding Officer
and Members
Honolulu City Council
530 South King Street, Room 202
Honolulu, Hawaii 96813

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CITY CLERK
C & C OF HONOLULU
2015 JUN 19 PM 1:51

Dear Chair Martin and Councilmembers:

SUBJECT: Mililani Mauka Offsite Roads & Utilities Phase 15 Subdivision

We request your consideration of the ensuing dedication documents conveying roadways and easements for public use in Waipio. All improvements have been constructed, completed and certified as meeting City requirements.

As to roadways, pursuant to Ordinance 10-20 of the Revised Ordinances of Honolulu, the roadways shall be deemed accepted for dedication by the City Council, without further action by the Council, 30 days from the receipt by the Council of this letter attesting to the fact the roadways have been laid out, improved and approved in conformity with ROH Section 22-3.9 and the subdivision regulations. Also, accompanying this letter is a map showing the roadways and easements to be dedicated and copies of the documents conveying the roadways and easements.

- (1) Deed conveying roadway Lots 17345 to 17346, inclusive.

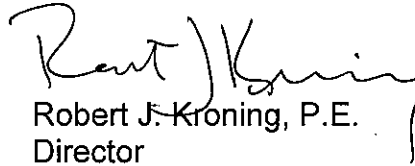
As to easements, Ordinance 10-20 does not affect easements, therefore, we recommend that the grant documents be approved and accepted by the Council of the City and County of Honolulu, effective as of the date of recordation at the Bureau of Conveyances. We also recommend that the Mayor be authorized to execute the grants on behalf of the City and County of Honolulu.

- (1) Grant of Drain Easement 6638;
- (2) Grant of Flowage Easement 6638;
- (3) Grant of Sewer Easement 6638.

The Honorable Ernest Y. Martin
Chair and Presiding Officer
and Members
June 18, 2015
Page 2


Upon completion, please forward the documents to the Department of Design and Construction, Land Division, for further processing.

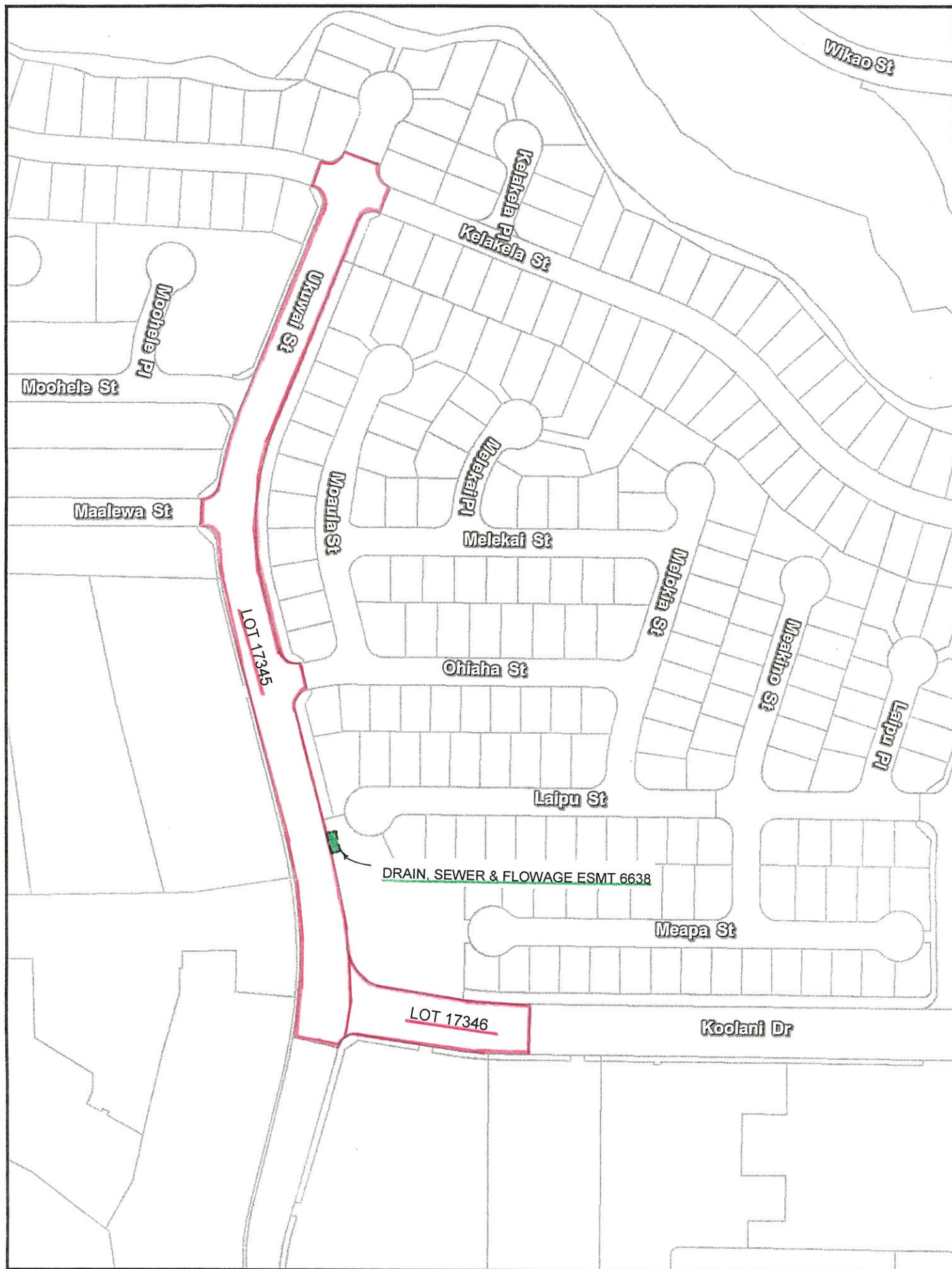
Respectfully,


Robert J. Kroning, P.E.
Director

Enclosures (19)

APPROVED:


Roy K. Amemiya, Jr.
Managing Director



LAND COURT SYSTEM

REGULAR SYSTEM

RETURN BY MAIL ()	PICK UP (X):	Total Pages: 6
City and County of Honolulu		
Division of Land Survey & Acquisition		
Phone No. 768-8724		

Tax Map Key: 9-5-049-076

DEED

This Indenture is made this 20th day of October, 2011, by CASTLE & COOKE HOMES HAWAII, INC., a Hawaii corporation, hereinafter called the "Grantor", in consideration of One Dollar (\$1.00) and other valuable consideration to it paid by CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, whose business and post office address is Honolulu Hale, Honolulu, City and County of Honolulu, State of Hawaii, hereinafter called the "Grantee".

J:ROADS (7/96)

Lots 17345, etc.
 Mililani Mauka OSRU 15
 DPP File No. 2003/SUB-230

Grantor does hereby grant, bargain, sell and convey unto the Grantee, its successors and assigns, the property described in Exhibit A attached hereto and made a part hereof.

EXCEPTING AND RESERVING, HOWEVER, unto the Grantor, its successors and assigns, rights and easements to lay, construct, reconstruct, replace, renew, maintain, operate and change the size of, increase the number of, move, alter and remove from time to time underground pipes and conduits, with necessary handholes and appliances therefor and with wires and cables, amplifiers and all other appurtenant facilities for an underground television distribution system, with the right of ingress and egress to and from the same, under, through and along the above described lots, and reserving also unto the Grantor, its successors and assigns, ownership of such underground cable television system and facilities appurtenant thereto; provided, however, that the exercise of the rights herein reserved shall be subject to the provisions of that certain unrecorded agreement respecting the construction, operation and maintenance of an underground cable television system entered into on May 17, 1968, between the Grantor and the Grantee.

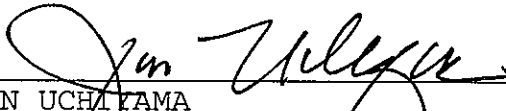
TO HAVE AND TO HOLD the same, together with the rents, issues and profits thereof, the improvements thereon, and the tenements, rights, easements, privileges, and appurtenances thereunto belonging or appertaining or held and enjoyed therewith, unto the Grantee, its successors and assigns, forever.

AND the Grantor does hereby, for itself and its successors and assigns, covenant with the Grantee, and its successors and assigns, that it is lawfully seised in fee simple of the property described in Exhibit A and has good right to sell and convey the same in the manner aforesaid; that said premises are free and clear of all encumbrances except as set forth in said Exhibit A and real property taxes for the current year, which are to be prorated as of the date of delivery of this instrument; and that it will, and its successors and assigns shall warrant and defend the same unto the Grantee, and its successors and assigns, forever, against the lawful claims and demands of all persons, except as aforesaid.

[Signatures on next page]

IN WITNESS WHEREOF, the Grantor has executed these presents
the day and year first above written.

CASTLE & COOKE HOMES HAWAII, INC.


By 
JON UCHIYAMA
Its Sr. Vice President/Controller

By 
RICHARD R. ANZAI
Its Assistant Controller

APPROVED AS TO CONTENTS


Department of Facility Maintenance

APPROVED AS TO FORM AND
LEGALITY


Deputy Corporation Counsel
WINSTON K. Q. WONG

CITY AND COUNTY OF HONOLULU)

On this 20th day of October, 2011, before me personally appeared JON UCHIYAMA and RICHARD R. ANZAI, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed this 6-page Deed dated Oct. 20, 2011, in the First Circuit of the State of Hawaii, as the free act and deed of such persons, and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

Notary Public, State of Hawaii
First Judicial Circuit

My commission expires: 08/03/2012

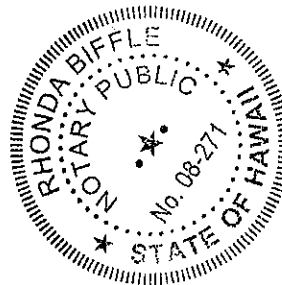


EXHIBIT A

Roadway

THOSE certain parcels of land situate at Waipio, Ewa, Oahu, State of Hawaii, as shown on Map 1120 filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1000 of John Ii Estate, Limited, being land described in Transfer Certificate of Title No. 716,841 issued to Castle & Cooke Homes Hawaii, Inc., and being more particularly described as follows:

Description Compared
and Checked
Land Division 7701

<u>Lot No.</u>	<u>Area</u>
17345	2.650 acres, and
17346	0.669 acres, more or less.

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature in favor of the State of Hawaii.

2. Certificate and Authorization, dated June 21, 1989, by and between Castle & Cooke, Inc. and Mililani Town, Inc., filed as Document No. 1645132, as amended.

3. Unilateral Agreement and Declaration for Conditional Zoning, dated May 20, 2002, filed as Document No. 2807187.

4. As to Lot 17345: Easements 6647, 6648, 6649 and 6650, for irrigation purposes, as shown on Map 1120, as set forth by Land Court Order No. 160495, filed March 14, 2005.

5. As to Lot 17346: Easement 6646, for irrigation purposes, as shown on Map 1120, as set forth by Land Court Order No. 160495, filed March 14, 2005.

6. Easement 6651, for irrigation purposes, as shown on Map 1120, as set forth by Land Court Order No. 160495, filed March 14, 2005.

7. Said Easements 6646, 6647, 6648, 6649, 6650 and 6651 are subject to grant of easement in favor of Mililani Town Association, dated September 27, 2011, filed as Document No. 4102268.

END OF EXHIBIT A

LAND COURT SYSTEM

REGULAR SYSTEM

RETURN BY PICKUP (X) TO:
City and County of Honolulu
Division of Land Survey & Acquisition
Phone No. 768-8724

Total Pages: 10

GRANT OF DRAIN EASEMENT

GRANTOR: CASTLE & COOKE HOMES HAWAII, INC.

GRANTEE: CITY AND COUNTY OF HONOLULU
Honolulu Hale
City and County of Honolulu
Honolulu, Hawaii 96813

TMK: (1) 9-5-091-094

Easement 6638
Mililani Mauka OSRU 15
DPP File No. 2003/SUB-230

THIS INDENTURE, made this 2nd day of August,
2011, by and between CASTLE & COOKE HOMES HAWAII, INC., a Hawaii
corporation, hereinafter called the "Grantor", and the CITY AND
COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii,
whose principal place of business and post office address of which
is Honolulu Hale, Honolulu, Hawaii 96813, hereinafter called the
"Grantee";

W I T N E S S E T H :

That the Grantor, in consideration of the sum of ONE
DOLLAR (\$1.00), to it paid by the Grantee, the receipt of which is
hereby acknowledged, and of the covenants of the Grantor and
Grantee as hereinafter contained, does hereby grant, bargain, sell
and convey unto the Grantee, its successors or permitted assigns
forever, an easement to construct, reconstruct, install, maintain,
operate, repair and remove a drainage structure or structures,
including necessary appurtenant equipment, as part of a drainage
system, through, under and across the hereinafter described
parcel(s) of land, hereinafter referred to as the "easement
area(s)";

TOGETHER with the right of ingress to and egress from
said easement area(s) over the land of the Grantor, adjacent

thereto, for all purposes in connection with this grant of easement(s), and together also with the right to construct, reconstruct, install, maintain, operate, repair and remove from the said easement area(s), such drainage pipeline(s), manholes and other equipment as the Grantee shall deem necessary or expedient for the proper maintenance, operation, or repair of said drainage system.

The parties hereto do further mutually covenant and agree as follows:

That the Grantor shall not at any time during the term of this indenture erect or place any building foundation of any kind below the surface of the easement area(s) or at any time erect or place any building or structure of any kind, other than walls, fences, roads, walks, curbs or appurtenances thereof, or stockpile any material above or on the surface of the easement area(s), unless said building, structure, building foundation, or stockpile, shall be first approved by the City and County of Honolulu by its Department of Facility Maintenance and unless the same shall not interfere with the Grantee's use of the easement area(s) for construction, reconstruction, installation, maintenance, operation, repair and removal of, or access to said drainage system and easement area(s); provided, however, that this provision shall not prohibit the Grantor from planting or maintaining grass, shrubs and

similar plants within said easement area(s), or from laying, maintaining, operating, repairing or removing its own water or sewer pipelines, conduits or drains below the surface of the said easement area(s) insofar as such uses do not interfere with the exercise by the Grantee of the rights herein granted;

That in the event it is necessary or convenient for the Grantee to destroy, remove or alter any building, structure or building foundation, within the easement area(s), in order to construct, reconstruct, install, maintain, operate, repair or remove its drainage system or any appurtenant equipment therein, the Grantee, except as otherwise herein provided, shall not be liable for the replacement or restoration of the same; it being the intention of the parties hereto that any loss sustained by reason thereof shall fall upon the Grantor;

That after the completion of any construction, reconstruction, installation, maintenance, operation, repair or removal work by the Grantee, the Grantee shall restore the surface of the ground within the easement area(s) to its original condition to the extent that such restoration is reasonably possible;

That the Grantee shall not assign any right herein granted or otherwise given, except to a successor or permitted assigns, without the written consent of the Grantor;

That any drainage structure or structures, manholes or

other appurtenant equipment constructed, reconstructed or installed within the easement area(s) and maintained, operated or repaired by the Grantee shall be and remain the property of the Grantee;

That in the event the Grantee shall at any time completely remove its drainage structure or structures from any parcel(s) of land comprising the easement area(s) and shall, for a period of two (2) or more consecutive years, fail to reinstall any drainage structure, through, under or across said parcel(s) of land, or shall for a like period cease to maintain or operate a drainage system through, under or across any parcel(s) of land comprising the easement area(s), then the rights herein granted and the obligations herein imposed shall thereupon terminate, as to such parcel(s) of land, without any action on the part of the Grantor or Grantee, save and except that nothing herein contained shall be deemed to be an abandonment of said rights and obligations insofar as they affect other parcels of land within said easement area(s) which have not been abandoned; provided, however, that nothing herein shall require the Grantee to remove therefrom, upon such abandonment, any structure or equipment constructed or placed within the easement area(s) or to do any work therein;

That when more than one person is involved in the grant of this indenture and the covenants herein contained, the terms "Grantor" and "Grantee" in the singular shall include the plural;

That the term "Grantor" wherever used herein shall be held to mean and include the Grantor, its successors and assigns and that the term "Grantee" wherever used herein shall be held to mean the City and County of Honolulu and its successors or permitted assigns and that this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their said respective successors and assigns; and


That the parcel(s) of land herein referred to as the "easement area(s)" is more particularly described in Exhibit "A" attached hereto and made a part hereof.

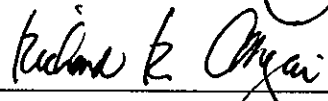
TO HAVE AND TO HOLD the same, unto the Grantee, its successors and assigns, forever, for the uses and purposes aforesaid.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

CASTLE & COOKE HOMES HAWAII, INC.

By 
JON UCHIYAMA
Its Sr. Vice President/Controller

By 
RICHARD R. ANZAI
Its Assistant Controller

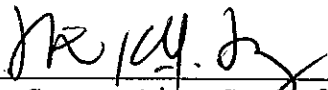
CITY AND COUNTY OF HONOLULU

By _____
Its Mayor

APPROVED AS TO CONTENTS


Department of Facility Maintenance

APPROVED AS TO FORM AND
LEGALITY


Deputy Corporation Counsel
WINSTON K. Q. WONG

STATE OF HAWAII

)

: ss.

CITY AND COUNTY OF HONOLULU

)

On this 2nd day of August, 2011, before me personally appeared JON UCHIYAMA and RICHARD R. ANZAI, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed this 10-page Grant of Drain Easement dated August 2, 2011, in the First Circuit of the State of Hawaii, as the free act and deed of such persons, and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

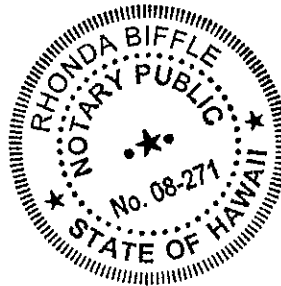
Rhonda Biffle

Rhonda Biffle

Notary Public, State of Hawaii

First Judicial Circuit

My commission expires: 08/03/2012



STATE OF HAWAII)
 : ss.
CITY AND COUNTY OF HONOLULU)

On this ____ day of _____, 20____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY AND COUNTY OF HONOLULU, a municipal corporation, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and that the instrument dated _____, containing ____ pages, being a _____, was signed and sealed in behalf of said municipal corporation by authority of its City Council, and said _____ acknowledged the instrument to be the free act and deed of said municipal corporation.

Notary Public, First Circuit of the
State of Hawaii

Print Name of Notary Public

My commission expires:

EXHIBIT A

Drainage Easement

THAT certain easement situate at Waipio, Ewa, Oahu, State of Hawaii, more particularly described as Easement 6638, area 525 square feet, as shown on Map 1120, affecting Lot 17445 as shown on Map 1122 filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1000 of John Ii Estate, Limited, and being land described in Transfer Certificate of Title No. 747,636 issued to Castle & Cooke Homes Hawaii, Inc., a Hawaii corporation.

Description Compared
and Checked
Land Division *mu*

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature in favor of the State of Hawaii.
2. Certificate and Authorization, dated June 21, 1989, by and between Castle & Cooke, Inc. and Mililani Town, Inc., filed as Document No. 1645132, as amended.
3. Unilateral Agreement and Declaration for Conditional Zoning, dated May 20, 2002, filed as Document No. 2807187.
4. Declaration of Covenants for Mililani Mauka Unit 134B dated May 19, 2005, filed as Document No. 3275474.
5. Restriction of vehicular access rights as shown on Map 1122, as set forth by Land Court Order No. 161274, filed May 9, 2005.
6. Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement, dated September 19, 2000, recorded in the Office of the Assistant Registrar of the Land Court of Hawaii as Document No. 2652425, as amended and assigned by Document Nos. 2767921 and 2767922, as further amended by Document Nos. 2910515, 3050192, 3543476, 3947967 and 4048900.

END OF EXHIBIT A

LAND COURT SYSTEM

REGULAR SYSTEM

RETURN BY PICKUP (X) TO:
City and County of Honolulu
Division of Land Survey & Acquisition
Phone No. 768-8724

Total Pages: 8

GRANT OF FLOWAGE EASEMENT

GRANTOR: CASTLE & COOKE HOMES HAWAII, INC.

GRANTEE: CITY AND COUNTY OF HONOLULU
Honolulu Hale
City and County of Honolulu
Honolulu, Hawaii 96813

TMK: (1) 9-5-091-094

Easement 6638
Mililani Mauka OSRU 15
DPP File No. 2003/SUB-230

THIS INDENTURE, made this 2nd day of August, 2011, by and between CASTLE & COOKE HOMES HAWAII, INC., a Hawaii corporation, hereinafter called the "Grantor", and the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, whose principal place of business and post office address of which is Honolulu Hale, Honolulu, Hawaii 96813, hereinafter called the "Grantee";

W I T N E S S E T H :

WHEREAS, the Grantor has submitted documents to Grantee conveying certain roadway lots from that certain tract of land sometimes referred to as Mililani Mauka - OSRU 15 subdivision (DPP File No. 2003/SUB-230); and

WHEREAS, storm and surface waters from said roadway lots will be discharged upon certain lands owned by Grantor and more particularly described hereinafter; and

WHEREAS, the Grantee will not accept the easements for said subdivision of the Grantor unless and until flowage easements over said land of Grantor have been conveyed to the Grantee; and

WHEREAS, Grantor is agreeable to the conveyance of said flowage easements;

NOW THEREFORE, in consideration of the foregoing and in consideration of the sum of ONE DOLLAR (\$1.00), paid to the Grantor, the receipt of which is hereby acknowledged, Grantor hereby grants to the Grantee, its successors and assigns, the Flowage Easement(s) described in Exhibit "A" attached hereto and made a part hereof;

EXCEPTING AND RESERVING, HOWEVER, unto the Grantor and its successors and assigns, the right to control, direct and contain within said easement areas in any manner whatsoever the flowage of such waters from said roadway lots.

AND the parties hereto agree as follows:

1. That except for the right to control, direct and contain the flowage of said storm and surface waters as hereinabove expressly reserved by the Grantor, Grantor shall not obstruct the flowage of such waters discharged from said roadway lots and Grantor shall keep and maintain said easement areas free and clear of any structures, plantings, and debris which might divert, retard or obstruct the free flowage of said storm and surface waters.

2. That it is expressly understood by the parties hereto that in the event said easement areas are developed and subdivided and other means for the disposal of all waters from said roadway lots are provided thereby making the easements hereby granted no longer necessary, then in such event upon the approval by the City


and County of Honolulu by its Department of Facility Maintenance, of such other means of drainage, the easements hereby granted shall automatically be terminated and cancelled without further action on the part of any of the parties hereto; provided, that the Grantee will execute any instrument necessary to cancel this grant of easement of record.

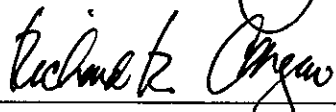
3. That the Grantor, and its successors and assigns, shall make no claim against the Grantee for any damage to said easement areas or improvements thereon resulting from the discharge of waters over and across said easement areas as aforesaid.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

CASTLE & COOKE HOMES HAWAII, INC.

By 
JON UCHIYAMA
Its Sr. Vice President/Controller

By 
RICHARD R. ANZAI
Its Assistant Controller

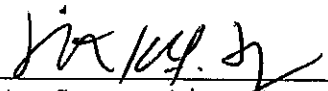
CITY AND COUNTY OF HONOLULU

By _____
Its Mayor

APPROVED AS TO CONTENTS


Department of Facility Maintenance

APPROVED AS TO FORM AND
LEGALITY


Deputy Corporation Counsel
WINSTON K. Q. WONG

STATE OF HAWAII)
 : ss.
CITY AND COUNTY OF HONOLULU)

On this ____ day of _____, 20____, before
me appeared _____, to me personally known,
who, being by me duly sworn, did say that he is the Mayor of the CITY
AND COUNTY OF HONOLULU, a municipal corporation, and that the seal
affixed to said instrument is the corporate seal of said municipal
corporation, and that the instrument dated _____, containing
_____ pages, being a _____, was signed and
sealed in behalf of said municipal corporation by authority of its City
Council, and said _____ acknowledged the
instrument to be the free act and deed of said municipal corporation.

Notary Public, First Circuit of the
State of Hawaii

Print Name of Notary Public

My commission expires:

EXHIBIT A

Flowage Easement

THAT certain easement situate at Waipio, Ewa, Oahu, State of Hawaii, more particularly described as Easement 6638, area 525 square feet, as shown on Map 1120, affecting Lot 17445 as shown on Map 1122 filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1000 of John Ii Estate, Limited, and being land described in Transfer Certificate of Title No. 747,636 issued to Castle & Cooke Homes Hawaii, Inc., a Hawaii corporation.

Description Compared
and Checked
Land Division (mu)

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature in favor of the State of Hawaii.
2. Certificate and Authorization, dated June 21, 1989, by and between Castle & Cooke, Inc. and Mililani Town, Inc., filed as Document No. 1645132, as amended.
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4. Declaration of Covenants for Mililani Mauka Unit 134B dated May 19, 2005, filed as Document No. 3275474.
5. Restriction of vehicular access rights as shown on Map 1122, as set forth by Land Court Order No. 161274, filed May 9, 2005.
6. Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement, dated September 19, 2000, recorded in the Office of the Assistant Registrar of the Land Court of Hawaii as Document No. 2652425, as amended and assigned by Document Nos. 2767921 and 2767922, as further amended by Document Nos. 2910515, 3050192, 3543476, 3947967 and 4048900.

END OF EXHIBIT A

LAND COURT SYSTEM

REGULAR SYSTEM

RETURN BY PICKUP (X) TO:
City and County of Honolulu
Division of Land Survey & Acquisition
Phone No. 768-8724

Total Pages: 10

GRANT OF SEWER EASEMENT

GRANTOR: CASTLE & COOKE HOMES HAWAII, INC.

GRANTEE: CITY AND COUNTY OF HONOLULU
Honolulu Hale
City and County of Honolulu
Honolulu, Hawaii 96813

TMK: (1) 9-5-091-094

Easement 6638
Mililani Mauka OSRU 15
DPP File No. 2003/SUB-230

Mililani mauka Offsite
Rds & Utilities Ph 15
SPUR Easement 16638

THIS INDENTURE, made this 2nd day of August, 2011, by and between CASTLE & COOKE HOMES HAWAII, INC., a Hawaii corporation, hereinafter called the "Grantor", and the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, whose principal place of business and post office address of which is Honolulu Hale, Honolulu, Hawaii 96813, hereinafter called the "Grantee";

W I T N E S S E T H :

That the Grantor, in consideration of the sum of ONE DOLLAR (\$1.00), to it paid by the Grantee, the receipt of which is hereby acknowledged, and of the covenants of the Grantor and Grantee as hereinafter contained, does hereby grant, bargain, sell and convey unto the Grantee, its successors or permitted assigns forever, an easement to construct, reconstruct, install, maintain, operate, repair and remove an underground sewer pipeline(s) with manholes and other appurtenant equipment, as part of a sewer system, through, under and across the hereinafter described parcel(s) of land, hereinafter referred to as the "easement area(s)";

TOGETHER with the right of ingress to and egress from said easement area(s) over the land of the Grantor, adjacent

thereto, for all purposes in connection with this grant of easement(s), and together also with the right to construct, reconstruct, install, maintain, operate, repair and remove from the said easement area(s), such sewer pipeline(s), manholes and other equipment as the Grantee shall deem necessary or expedient for the proper maintenance, operation, or repair of said sewer system.

The parties hereto do further mutually covenant and agree as follows:

That the Grantor shall not at any time during the term of this indenture erect or place any building foundation of any kind below the surface of the easement area(s) or at any time erect or place any building or structure of any kind, other than fences, roads, walks, curbs or appurtenances thereof, or stockpile any material above or on the surface of the easement area(s), unless said building, structure, building foundation, or stockpile, shall be first approved by the City and County of Honolulu by its Department of Environmental Services and unless the same shall not interfere with the Grantee's use of the easement area(s) for construction, reconstruction, installation, maintenance, operation, repair and removal of, or access to said sewer system and easement area(s); provided, however, that this provision shall not prohibit the Grantor from planting or maintaining grass and ground cover within said easement area(s), or from laying, maintaining,

operating, repairing or removing its own water or sewer pipelines, conduits or drains below the surface of the said easement area(s) insofar as such uses do not interfere with the exercise by the Grantee of the rights herein granted;

That in the event it is necessary or convenient for the Grantee to destroy, remove or alter any building, structure or building foundation, within the easement area(s), in order to construct, reconstruct, install, maintain, operate, repair or remove its sewer system or any appurtenant equipment therein, the Grantee, except as otherwise herein provided, shall not be liable for the replacement or restoration of the same; it being the intention of the parties hereto that any loss sustained by reason thereof shall fall upon the Grantor;

That after the completion of any construction, reconstruction, installation, maintenance, operation, repair or removal work by the Grantee, the Grantee shall restore the surface of the ground within the easement area(s) to its original condition to the extent that such restoration is reasonably possible;

That the Grantee shall not assign any right herein granted or otherwise given, except to a successor or permitted assigns, without the written consent of the Grantor;

That any sewer pipeline(s), manholes or other appurtenant equipment constructed, reconstructed or installed within the

easement area(s) and maintained, operated or repaired by the Grantee shall be and remain the property of the Grantee;

That in the event the Grantee shall at any time completely remove its sewer pipeline(s) from any parcel(s) of land comprising the easement area(s) and shall, for a period of two (2) or more consecutive years, fail to reinstall any sewer pipeline(s) through, under or across said parcel(s) of land, or shall for a like period cease to maintain or operate a sewer system through, under or across any parcel(s) of land comprising the easement area(s), then the rights herein granted and the obligations herein imposed shall thereupon terminate, as to such parcel(s) of land, without any action on the part of the Grantor or Grantee, save and except that nothing herein contained shall be deemed to be an abandonment of said rights and obligations insofar as they affect other parcels of land within said easement area(s) which have not been abandoned; provided, however, that nothing herein shall require the Grantee to remove therefrom, upon such abandonment, any structure or equipment constructed or placed within the easement area(s) or to do any work therein;

That when more than one person is involved in the grant of this indenture and the covenants herein contained, the terms "Grantor" and "Grantee" in the singular shall include the plural;

That the term "Grantor" wherever used herein shall be

held to mean and include the Grantor, its successors and assigns, and that the term "Grantee" wherever used herein shall be held to mean the City and County of Honolulu and its successors or permitted assigns and that this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their said respective successors and assigns; and

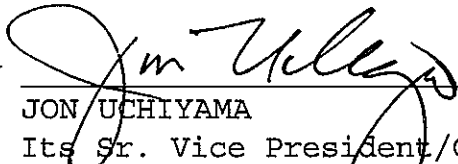
That the parcel(s) of land herein referred to as the "easement area(s)" is more particularly described in Exhibit "A" attached hereto and made a part hereof.


TO HAVE AND TO HOLD the same, unto the Grantee, its successors and assigns, forever, for the uses and purposes aforesaid.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

CASTLE & COOKE HOMES HAWAII, INC.

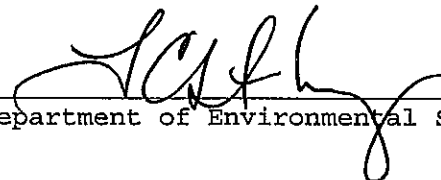
By 
JON UCHIYAMA
Its Sr. Vice President/Controller

By 
RICHARD R. ANZAI
Its Assistant Controller

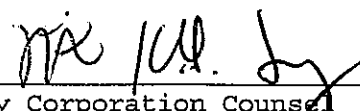
CITY AND COUNTY OF HONOLULU

By _____
Its Mayor

APPROVED AS TO CONTENTS


Department of Environmental Services

APPROVED AS TO FORM AND
LEGALITY


Deputy Corporation Counsel
WINSTON K. Q. WONG

STATE OF HAWAII

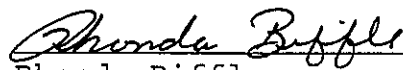
)

: ss.

CITY AND COUNTY OF HONOLULU

)

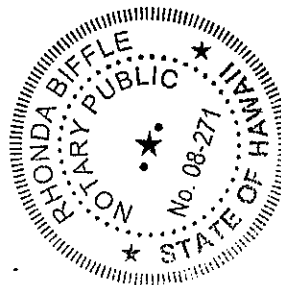
On this 2nd day of August, 2011, before me personally appeared JON UCHIYAMA and RICHARD R. ANZAI, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed this 10-page Grant of Sewer Easement dated August 2, 2011, in the First Circuit of the State of Hawaii, as the free act and deed of such persons, and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.



Rhonda Biffle

Notary Public, State of Hawaii
First Judicial Circuit

My commission expires: 08/03/2012



STATE OF HAWAII)
 : ss.
CITY AND COUNTY OF HONOLULU)

On this ____ day of _____, 20____, before
me appeared _____, to me personally known,
who, being by me duly sworn, did say that he is the Mayor of the CITY
AND COUNTY OF HONOLULU, a municipal corporation, and that the seal
affixed to said instrument is the corporate seal of said municipal
corporation, and that the instrument dated _____, containing
_____ pages, being a _____, was signed and
sealed in behalf of said municipal corporation by authority of its City
Council, and said _____ acknowledged the
instrument to be the free act and deed of said municipal corporation.

Notary Public, First Circuit of the
State of Hawaii

Print Name of Notary Public

My commission expires:

EXHIBIT A

Sewer Easement

Description Compared
and Checked
Land Division (MUL)

THAT certain easement situate at Waipio, Ewa, Oahu, State of Hawaii, more particularly described as Easement 6638, area 525 square feet, as shown on Map 1120, affecting Lot 17445 as shown on Map 1122 filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1000 of John Ii Estate, Limited, and being land described in Transfer Certificate of Title No. 747,636 issued to Castle & Cooke Homes Hawaii, Inc., a Hawaii corporation.

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature in favor of the State of Hawaii.
2. Certificate and Authorization, dated June 21, 1989, by and between Castle & Cooke, Inc. and Mililani Town, Inc., filed as Document No. 1645132, as amended.
3. Unilateral Agreement and Declaration for Conditional Zoning, dated May 20, 2002, filed as Document No. 2807187.
4. Declaration of Covenants for Mililani Mauka Unit 134B dated May 19, 2005, filed as Document No. 3275474.
5. Restriction of vehicular access rights as shown on Map 1122, as set forth by Land Court Order No. 161274, filed May 9, 2005.
6. Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement, dated September 19, 2000, recorded in the Office of the Assistant Registrar of the Land Court of Hawaii as Document No. 2652425, as amended and assigned by Document Nos. 2767921 and 2767922, as further amended by Document Nos. 2910515, 3050192, 3543476, 3947967 and 4048900.

END OF EXHIBIT A